

1 JAMES G. KREISSMAN (Bar No. 206740)
jkreissman@stblaw.com
2 HARRISON J. FRAHN IV (Bar No. 206822)
hfrahn@stblaw.com
3 ISABELLE A. YOUNG (Bar No. 246112)
iyoung@stblaw.com

4 SIMPSON THACHER & BARTLETT LLP
5 2550 Hanover Street
Palo Alto, California 94304
6 Telephone: (650) 251-5000
Facsimile: (650) 251-5002

7 *Counsel for Defendants*
8 ELPIDA MEMORY, INC. and
ELPIDA MEMORY (USA) INC.

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 In re DYNAMIC RANDOM ACCESS
13 MEMORY (DRAM) ANTITRUST
LITIGATION

Master File No. M-02-1486 PJH (JCS)

MDL No. 1486

Case No. C 06-6436 PJH

14
15 This Document Relates To:

16 *State of New York v. Micron Technology, et*
17 *al.*

18
19
20
21
22
23
24
25
26
27
28
**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER**

1 WHEREAS, the parties may have proprietary information and documents that are not in
2 the public domain and are confidential, the unrestricted disclosure of which may cause undue
3 irreparable damage to the parties and their respective businesses; and

4 WHEREAS, one of the purposes of this Protective Order is to protect the confidentiality of
5 such information and documents; and

6 WHEREAS, the Federal Rules of Civil Procedure provide for the issuance of protective
7 orders limiting the disclosure of certain information in appropriate circumstances; and

8 WHEREAS, the parties have agreed to protect the confidentiality of such information in
9 accordance with the following terms and conditions:

10 1. Documents that contain non-public information may be designated as
11 "Confidential" or "Highly Confidential" in the manner described below, so long as the materials
12 concern the producing party's trade secrets or other confidential research and development or
13 commercial information, or information for which the producing party believes in good faith it
14 otherwise has a compelling need for confidentiality. This includes, without limitation: (a)
15 documents, exhibits, answers to interrogatories, responses to requests for admissions and
16 deposition transcriptions and all original written, recorded, graphic or electronic matters (and all
17 identical and non-identical copies thereof), (b) any copies, notes, abstracts or summaries of such
18 information, and the information itself, or (c) any pleading, affidavit, declaration, brief, motion,
19 transcript or other writing containing such information (subsections (a) to (c) collectively referred
20 to herein as "Litigation Materials"), all of which may be designated as "Confidential" or "Highly
21 Confidential" under this Protective Order, as appropriate. Further, Litigation Materials previously
22 designated "Confidential" or "Highly Confidential" by the parties pursuant to the protective order
23 entered by the Court in *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation*,
24 U.S.D.C. Northern District of California, Case No. 02-1486 PJH ("MDL Action"), on July 11,
25 2003, shall receive all the protections afforded "Confidential" or "Highly Confidential" Litigation
26 Materials under this Protective Order.

27 2. Only non-public documents produced in discovery may be designated as
28 "Confidential" or "Highly Confidential." Accordingly, "Confidential" or "Highly Confidential"

1 materials shall not include any documents concerning information that at any time has been: (a)
2 produced, disclosed or made available to the public or otherwise available for public access; or (b)
3 disclosed in connection with any governmental public filing or securities offering and could not
4 reasonably be assumed to be or have been intended to be kept confidential. Documents containing
5 trade secrets, or other confidential research and development or proprietary business information,
6 the disclosure of which to other parties might competitively disadvantage the producing party,
7 may be designated as "Highly Confidential." Any document concerning information that has not
8 been preserved or maintained in a manner calculated to preserve its confidentiality shall not be
9 designated as "Confidential" or "Highly Confidential." Notwithstanding the foregoing, a
10 producing party may designate as "Confidential" or "Highly Confidential" any documents
11 transmitted or disclosed to any governmental entity pursuant to a written confidentiality agreement
12 or which is protected as confidential by statute, rule or regulation.

13 3. All "Highly Confidential" or "Confidential" Litigation Materials shall be used by
14 the parties and their counsel solely for the purpose of the prosecution or defense of litigation in
15 Case No. 06-6436 PJH, including preparing for and conducting pre-trial proceedings in this action.
16 Litigation Materials designated as "Confidential" or "Highly Confidential" shall not be disclosed
17 to anyone except as provided herein and the contents thereof shall not be used for any business,
18 commercial or competitive purpose, or used in any manner in any other case, litigation or
19 proceeding whether or not factually related to this action.

20 4. (a) Parties shall designate documents, including deposition transcripts, in good
21 faith, and shall not indiscriminately designate documents, so that produced documents are not
22 over-designated as "Confidential" or "Highly Confidential." Any party may object in good faith to
23 the designation of Litigation Materials. The process for resolving disputes as set forth below
24 presumes this good faith in the initial designations, objections and meet and confer process. The
25 following process will apply to resolution of disputes hereunder: 1) any party who objects to a
26 designation by a producing party shall state concisely the basis for those objections in a letter to
27 the producing party which said letter shall not exceed 5 pages; 2) the letter need only be served by
28 fax or e-mail on the producing party to start this process; 3) the objecting party and producing

1 party shall have ten days from the date the letter is faxed or e-mailed to meet and confer to resolve
2 the objections and/or narrow issues to be briefed; 4) any objections not so resolved shall be the
3 subject of a regularly noticed motion filed by the objecting party, but the producing party shall
4 have the burden to support the contested designations; 5) said motion shall be filed and served no
5 later than thirty days after the meet and confer period ends; 6) the objecting party shall be allowed
6 to file an extended reply brief of up to 25 pages, unless leave of Court is obtained to file a longer
7 reply brief; and 7) only the objecting and producing parties shall file briefs, but other parties may
8 file a two-page brief, unless leave of Court is obtained to file a longer brief. Plaintiff in Case No.
9 06-6436 PJH is not waiving any objections to prior designations of Litigation Materials in the
10 MDL Action.

11 (b) In addition to the procedures described above, the following shall apply to
12 the process: 1) a party shall not be obligated to challenge the propriety of a confidential
13 designation at the time that designation is made, and failure to so challenge does not preclude a
14 subsequent challenge; 2) with the permission of the Court, either the producing or objecting party
15 may request a short informal discovery conference to be held telephonically with the Court in
16 order to avoid the need for any motion; 3) said conference should be held during the ten-day meet
17 and confer period, or the thirty-day period for bringing the motion in accordance with the
18 convenience of the Court; 4) if the producing party does not oppose the motion, then designations
19 which are the subject of the objections are declassified; and 5) the parties will attempt in good
20 faith to combine as many issues under this Protective Order as possible so that said matters can be
21 handled efficiently and effectively, and the parties further reserve the right to request, for good
22 cause shown, additional time to file any motion.

23 5. Any Litigation Materials the designation of which is subject to such dispute shall
24 be treated as "Confidential" or "Highly Confidential" as designated by the producing party
25 pending resolution of the dispute by this Court.

26 6. If any party or non-party uses Litigation Materials designated as "Confidential" or
27 "Highly Confidential" pursuant to this Protective Order during the course of a deposition herein,
28 that portion of the deposition record reflecting such "Confidential" or "Highly Confidential"

1 information shall be stamped as "Confidential" or "Highly Confidential" and access thereto shall
2 be limited pursuant to the other terms of this Protective Order. Counsel may invoke the provisions
3 of this Protective Order by stating on the record during the deposition that testimony given at the
4 deposition is designated "Confidential" or "Highly Confidential" or by designating the deposition
5 transcript or portions thereof as "Confidential" or "Highly Confidential" before the time expires
6 within which the witness may sign the deposition transcript. No person shall be present during
7 portions of the depositions designated "Confidential" or "Highly Confidential," unless such person
8 is authorized under the terms of this order to receive Litigation Materials containing such
9 confidential information or unless the producing party consents to such person being present. All
10 information disclosed during a deposition shall be deemed to have been designated "Highly
11 Confidential" until the time within which the witness may sign the transcript expires, whether or
12 not any portion of the transcript has been so designated previously.

13 7. Nothing in this Order affects the right of the party or non-party that produced
14 "Confidential" or "Highly Confidential" Litigation Materials to use or disclose such information in
15 any way. Such disclosure shall not waive the protections of this Protective Order and shall not
16 entitle other parties, non-parties or their attorneys to use or disclose such information in violation
17 of the Protective Order, except that if the producing party uses such materials in a manner
18 inconsistent with their confidential status, then that shall serve as a basis to object to the
19 designation and said objections shall be resolved as set forth in paragraph 4 above.

20 8. In the event that documents or Litigation Materials are produced by another person
21 in Case No. 06-6436 PJH which are actual copies of documents or other Litigation Materials
22 which a party has produced and designated "Confidential" or "Highly Confidential," that party
23 may designate such materials under this Protective Order even if they have not been so designated
24 by the producing person. To the extent that a person produces documents in Case No. 06-6436
25 PJH which are not actual copies of documents previously produced and designated by a party but
26 which contain a party's "Confidential" or "Highly Confidential" information, a party may
27 designate those documents, or portions thereof as may be appropriate, as "Confidential" or
28 "Highly Confidential," subject to the dispute resolution process set forth in paragraph 4 above.

1 Said designations shall be made as soon as reasonably possible, and shall contain the Bates stamp
2 number(s) of the portions of the documents designated, the nature of the designations, and if an
3 entire document is designated, which portions of the document contain the information supporting
4 the designation so that an objecting party may determine what information is specifically at issue.

5 9. Litigation Materials marked or treated as "Confidential" or copies or extracts
6 therefrom and the information therein, may be given, shown, made available to, or communicated
7 to only the following:

8 a. the Court, all Court personnel, any discovery referee or any settlement
9 mediator;

10 b. court reporters and videographers who record depositions or other
11 testimony in this action;

12 c. named parties, including an officer, director or in-house counsel of a named
13 party or its affiliated companies;

14 d. other employees of a named party or its affiliated companies, but only for
15 the specific purpose of working directly on the litigation at the request or at the direction of
16 counsel;

17 e. outside counsel for the named parties and employees of such counsel to
18 whom it is necessary that the Litigation Materials be shown for purposes of this litigation;

19 f. pursuant to the provisions of paragraph 12(a), consultants and experts to
20 whom it is necessary that the Litigation Materials be shown for purposes of assisting counsel in
21 this litigation;

22 g. deposition witnesses;

23 h. employees of copying, imaging and computer services for the purpose of
24 copying, imaging or organizing documents provided that all documents designated as
25 "Confidential" are retrieved by the party furnishing those documents upon completion of the
26 services;

27 i. any other person upon the written agreement of the party or non-party who
28 designated the Litigation Materials as "Confidential" (which agreement may be recorded in a

1 deposition or other transcript), or pursuant to court order; and

2 j. the author, addressees and recipients of the documents or any person who
3 would have had access to such information by virtue of his/her employment.

4 10. Litigation Materials marked or treated as "Highly Confidential" or copies or
5 extracts therefrom and the information therein, may be given, shown, made available to or
6 communicated to only the following:

7 a. the Court, all Court personnel, any discovery referee or any settlement
8 mediator;

9 b. court reporters and videographers who record depositions or other
10 testimony in this action;

11 c. employees of copying, imaging and computer services for the purpose of
12 copying, imaging or organizing documents provided that all documents designated as "Highly
13 Confidential" are retrieved by the party furnishing those documents upon completion of the
14 services;

15 d. counsel of the law firms signing this stipulation or employees of such
16 counsel to whom it is necessary that the Litigation Materials be shown for purposes of this
17 litigation;

18 e. in-house counsel for a named party or its affiliated companies, so long as
19 this in-house counsel has executed the Agreement attached hereto as Exhibit A, provided,
20 however, that if (i) such person is an in-house counsel for a party that is a defendant in this action
21 or for an affiliated company of a defendant and (ii) the "Highly Confidential" documents have
22 been produced by a defendant, then such in-house counsel must be approved in writing by the
23 producing defendant to receive its "Highly Confidential" documents, unless otherwise ordered by
24 the Court;

25 f. pursuant to the provisions of paragraph 12(a)-(c), consultants and experts to
26 whom it is necessary that the Litigation Materials be shown for purposes of assisting counsel in
27 this litigation; and

28 g. the author, addressees and recipients or any person who would have had

1 access to such information by virtue of his/her employment as well as deposition witnesses
2 presently employed by the party producing the highly confidential document.

3 11. If a party in this litigation other than the producing party desires to give, show,
4 make available or communicate any Litigation Materials marked or treated as "Confidential" or
5 "Highly Confidential" to any person who is not specifically authorized pursuant to the terms of
6 this Protective Order to have access to such Litigation Materials, the party intending to disclose
7 the materials shall notify the producing party of such intent no less than three business days prior
8 to the intended disclosure. Said notification shall be sufficiently specific to inform the producing
9 party of the intended scope of the disclosure, including the name and/or job description of the
10 person to whom such disclosure is intended. The parties will then attempt to negotiate the terms
11 of disclosure within two business days of the notification. If no agreement can be reached during
12 this shortened meet and confer period, then the dispute shall be the subject of a regularly noticed
13 motion filed by the objecting party with the producing party bearing the burden to support
14 nondisclosure, pursuant to the dispute resolution procedure in paragraph 4 above, except that any
15 party may move on an ex parte or expedited basis for an order shortening time if a scheduled
16 deposition or Court date could be delayed or cancelled. This paragraph does not apply to "Highly
17 Confidential" documents which are used at deposition or trial in good faith for impeachment
18 purposes only; provided, however, that the party desiring to use, pursuant to this exception, a
19 "Highly Confidential" document for impeachment purposes at a deposition shall alert the
20 producing party at least 48 hours in advance of its intent to use the "Highly Confidential"
21 document under this exception, and then the requesting party and the producing party shall meet
22 and confer in good faith to address confidentiality concerns and appropriate redactions, with any
23 dispute being brought to the Court's attention for resolution on an expedited basis (by telephone
24 conference or other means directed by the Court) in which only the requesting party and the
25 producing party have notice or participate, so that the deposition is not delayed. If such a
26 proceeding were to occur, the requesting party shall provide written notice of the fact of the
27 proceeding and the production number of the "Highly Confidential" document at issue to the other
28 parties to the action immediately after the conclusion of the deposition in which the request arose.

1 A producing party who is notified of a request to use a "Highly Confidential" document for
2 impeachment purposes, pursuant to this paragraph, shall not disclose the fact of that request or the
3 document or its contents to the deposition witness, the attorney for the deposition witness, or any
4 other party to this action.

5 12. (a) If any party wishes to disclose Litigation Materials produced by any other
6 party and designated "Confidential" or "Highly Confidential" to any expert or consultant, the
7 expert or consultant must sign the agreement attached hereto as Exhibit A. Nothing in this
8 Protective Order shall require that non-testifying experts or consultants be deposed or otherwise be
9 the subject of discovery.

10 (b) If any party desires to disclose another party's information designated
11 "Highly Confidential" to any expert or consultant pursuant to paragraph 10(f) above, and that
12 expert or consultant, in the five years prior to the date this Order is entered, has worked for one of
13 the defendants (or their predecessors) then and only then, that party must first identify in writing to
14 the attorneys for the producing party that expert or consultant and a general description of the
15 nature of that engagement sufficient to allow the producing party to determine if it will object to
16 the disclosure of its "Highly Confidential" information to that expert or consultant, unless the
17 producing party agrees to permit disclosure without such information. The attorney for the
18 producing party shall have five (5) days from receipt of such notice to undertake the dispute
19 resolution procedures set forth in paragraph 4 above, and any objections not informally resolved
20 shall be the subject of a regularly noticed motion by the producing party who shall have the
21 burden to support the restriction on dissemination of its "Highly Confidential" information to that
22 expert or consultant.

23 (c) Such identification shall include the full name, professional address and
24 affiliation of the expert or consultant, the present and prior employments or consultancies of the
25 expert or consultant and work done for defendants and/or their predecessors (other than work done
26 for the party engaging that expert or consultant in this litigation.)

27 13. Each person (except for the Court, Court personnel, any discovery referee, any
28 settlement mediator, court reporters and videographers and copying, imaging and computer

1 service employees) provided access to Litigation Materials marked "Confidential" or "Highly
2 Confidential" pursuant to the terms of the Protective Order shall, before gaining such access,
3 receive a copy of this Protective Order and, as to those persons described in paragraphs 9 and 10
4 shall sign an agreement in the form attached hereto as "Exhibit A" or shall agree to be bound by
5 the terms of this Protective Order on the record at a deposition or hearing in this litigation. A file
6 shall be maintained by each attorney of record for a party of all written agreements signed by
7 persons who have received such Litigation Materials from that party or persons affiliated with that
8 party.

9 14. Each witness in a deposition shall be provided with a copy of this Order at the start
10 of the examination and shall be advised on the record that he or she is bound by the terms of this
11 Order and applicable remedies under law for violating the terms of this Order.

12 15. Litigation Materials designated "Confidential" or "Highly Confidential," when filed
13 with pleadings or as evidence, shall be sealed in conformance with Local Rule 79-5.

14 16. "Confidential" and "Highly Confidential" Litigation Materials shall maintain such
15 protections and designations in connection with any trial in this action. Before the trial begins, the
16 parties will meet and confer in good faith as part of the pre-trial conference statement process to
17 put into place a procedure for identification of and use of "Confidential" or "Highly Confidential"
18 documents at trial. Any documents which remain "Confidential" or "Highly Confidential" before
19 trial shall maintain their status through the time of the pre-trial conference or resolution of the
20 procedures described above.

21 17. The provisions of this Order may be modified at any time by stipulation of the
22 parties approved by order of the Court. In addition, a party may at any time apply to the Court for
23 modification of this Protective Order pursuant to a motion brought in accordance with the rules of
24 the Court. Nothing in this Stipulation and Order shall constitute: (i) an agreement by any party to
25 produce any documents or other materials in discovery not otherwise agreed upon or required by
26 court order or the Federal Rules of Civil Procedure; (ii) a waiver by any person or party of any
27 right to object to or seek a further protective order with respect to any discovery in this or any
28 other action; or (iii) a waiver of any claim of immunity or privilege with respect to any testimony,

1 document or information.

2 18. In the event that Litigation Materials designated as "Confidential" or "Highly
3 Confidential" are disclosed to someone not authorized under the terms of this Protective Order to
4 receive such information, counsel of record for the party involved shall immediately give notice to
5 counsel of record for the party who designated the Litigation Materials as "Confidential" or
6 "Highly Confidential," and shall also describe the circumstances surrounding the unauthorized
7 disclosure. If a party fails to treat documents designated as "Confidential" or "Highly
8 Confidential" in the manner provided herein, the party should immediately take such steps as are
9 necessary to have such items placed under seal and/or restored to their confidential status.

10 19. In the event that Litigation Materials claimed to be "Confidential" or "Highly
11 Confidential" are inadvertently produced without the appropriate designation, such documents and
12 copies thereof shall be returned to the producing party within five days of any written notice
13 requesting their return to affix the appropriate designation or immediately stamped "Confidential"
14 or "Highly Confidential" as requested by the producing party. The receiving party may challenge
15 the confidential nature of the documents, but the inadvertent production of the documents, or the
16 giving of testimony, claimed to be "Confidential" or "Highly Confidential" shall not constitute a
17 waiver of the confidentiality designation.

18 20. Inadvertent production of any document produced in this action by any party or
19 non-party that a party or non-party later claims should have been withheld on grounds of a
20 privilege, including the work product doctrine (collectively referred to as an "Inadvertently
21 Produced Privileged Document") will not be deemed to waive any privilege or work product
22 protection. A party or non-party may request the return of any document that it inadvertently
23 produced by identifying the Inadvertently Produced Privileged Document and stating the basis for
24 withholding such document from production and providing any other information that would be
25 listed on a supplemental privilege log disclosing the document. If a party or non-party requests
26 the return, pursuant to this paragraph, of such an Inadvertently Produced Privileged Document
27 then in the custody of one of more parties, the possessing parties shall within seven business days
28 return to the requesting party or non-party the Inadvertently Produced Privileged Document and

1 all copies thereof and shall expunge from any other document or material information solely
2 derived from the Inadvertently Produced Privileged Document. After a document is returned
3 pursuant to this paragraph, a party may move the Court for an order compelling production of the
4 document.

5 21. Within ninety days following termination of this litigation (including the final
6 resolution of any appeals), the originals and all copies, whether exact copies or compilations,
7 digests or non-exact copies in any form, of Litigation Materials designated as "Confidential" or
8 "Highly Confidential" shall be returned to the party who produced such documents or may be
9 disposed of in some other manner that is mutually agreeable among the parties. Notwithstanding
10 this, however, counsel of record may retain their file copies of all court filings, deposition or
11 hearing transcripts and exhibits, and correspondence, provided that counsel of record continues to
12 treat all "Confidential" or "Highly Confidential" Litigation Materials in the manner provided for in
13 this Protective Order.

14 22. The termination of proceedings in this action shall not thereafter relieve the parties
15 from the obligation of maintaining the confidentiality of all Litigation Materials designated as
16 "Confidential" or "Highly Confidential" which are received pursuant to this Protective Order, and
17 are not used at trial, or are used at trial under restriction designed to exclude from the public
18 record those portions of the Litigation Materials that were designated as "Confidential" or "Highly
19 Confidential." This provision shall not apply to any Litigation Materials that are the subject of a
20 superseding ruling of the Court as to the scope of their disclosure. The Court shall retain
21 jurisdiction to enforce and/or to modify this Protective Order.

22 23. The terms of this Protective Order shall apply to discovery directed to non-parties
23 to this Litigation, and such non-parties may specifically invoke or waive the terms and protections
24 of this Protective Order. To the extent that any discovery is served on a non-party, the party
25 serving the discovery shall provide the non-party with a copy of this Protective Order and
26 specifically mention the non-party's right to invoke or waive the terms of this Protective Order.

27 24. The terms of this Protective Order apply only to designated materials, documents or
28 information that are produced in this case. If materials, documents, or information disclosed or

1 produced to Plaintiff under state law or under any agreement pursuant to an investigative
2 subpoena, a Civil Investigation Demand, or other request are produced or deemed produced in this
3 case, then the provisions of this Protective Order, including paragraph 16 of this Protective Order,
4 shall apply. To the extent this Protective Order does not apply to materials, documents or
5 information disclosed or produced to Plaintiff under state law or under any agreement pursuant to
6 an investigative subpoena, a Civil Investigation Demand, or other request, the use and disclosure
7 of such materials, documents, or information are governed by the relevant state law pursuant to
8 which the Plaintiff obtained the documents, materials, or information and/or by any agreement
9 reached between the Plaintiff and the producing party. This Protective Order, the relevant state
10 law pursuant to which the Plaintiff obtained materials, documents or information from the
11 producing parties and any agreements reached between Plaintiff and producing parties shall be
12 construed to ensure the maximum possible protection for the materials, documents or information
13 produced by Defendants herein, with this Protective Order controlling in the event of any conflict
14 between this Protective Order and the relevant state law and/or agreements pursuant to which the
15 Plaintiff obtained materials, documents or information from the producing parties.

16 25 The parties acknowledge that, by entering into this Stipulation, the parties do not
17 waive any claims or defenses, including defenses regarding the service of Plaintiff's complaint or
18 jurisdiction.

19 /

20 /

21 /

22 /

23 /

24 /

25 /

26 /

27 /

28 /

1 By: Richard L. Schwartz

2 Jeremy R. Kasha
3 Jay L. Himes
4 Richard L. Schwartz
5 **OFFICE OF THE ATTORNEY GENERAL**
6 **OF NEW YORK**
7 120 Broadway, 26th Floor
8 New York, NY 10271

9 **Attorneys for Plaintiff State of New York**

10 Dated: March __, 2007

11 By: Harrison J. Frahn *officer*

12 James G. Kreissman
13 Harrison J. Frahn IV
14 Isabelle A. Young
15 **SIMPSON THACHER & BARTLETT LLP**
16 2550 Hanover Street
17 Palo Alto, CA 94304
18 Telephone: (650) 251-5000
19 Facsimile: (650) 251-5002

20 **Attorneys for Defendants Elpida Memory,**
21 **Inc. and Elpida Memory (USA) Inc.**

22 Dated: March 15, 2007

By: _____

Robert B. Pringle
Paul R. Griffin
Jonathan E. Swartz
THELEN REID BROWN RAYSMAN &
STEINER LLP
101 Second Street, Suite 1800
San Francisco, CA 94105-3606
Telephone: (415) 371-1200
Facsimile: (415) 371-1211

Attorneys for Defendant NEC Electronics
America, Inc.

Dated: March __, 2007

1 By: Richard L. Schwartz

2 Jeremy R. Kasha
3 Jay L. Himes
4 Richard L. Schwartz
5 **OFFICE OF THE ATTORNEY GENERAL**
6 **OF NEW YORK**
7 120 Broadway, 26th Floor
8 New York, NY 10271

6 **Attorneys for Plaintiff State of New York**

7 Dated: March __, 2007

10 By: _____

11 James G. Kreissman
12 Harrison J. Frahn IV
13 Isabelle A. Young
14 **SIMPSON THACHER & BARTLETT LLP**
15 2550 Hanover Street
16 Palo Alto, CA 94304
17 Telephone: (650) 251-5000
18 Facsimile: (650) 251-5002

16 **Attorneys for Defendants Elpida Memory, Inc. and Elpida Memory (USA) Inc.**

17 Dated: March __, 2007

By: Paul R. Griffin

Robert B. Pringle
Paul R. Griffin
Jonathan E. Swartz
THELEN REID BROWN RAYSMAN & STEINER LLP
101 Second Street, Suite 1800
San Francisco, CA 94105-3606
Telephone: (415) 371-1200
Facsimile: (415) 371-1211

Attorneys for Defendant NEC Electronics America, Inc.

Dated: March 15, 2007

28 **STIPULATION AND [PROPOSED] PROTECTIVE ORDER**
CASE NO. C 06-6436 PJH

By: 

Saretta C. McDonough
KIRKLAND & ELLIS LLP
777 South Figueroa Street
Los Angeles, CA 90017
Telephone: (213) 680-8400
Facsimile: (213) 680-8500

Aton Arbisser
Julian Brew
KAYE SCHOLER LLP
1999 Avenue of the Stars #1700
Los Angeles, CA 90067-6048
Telephone: (310) 788-1000
Facsimile: (310) 788-1200

**Attorneys for Defendants Infineon
Technologies AG and Infineon Technologies
North America Corp.**

Dated: March 12, 2007

By: _____

Stephen V. Bomse
Michael Shepard
David C. Brownstein
Scott E. Morgan
HELLER EHRMAN LLP
333 Bush Street
San Francisco, CA 94104-2878
Telephone: (415) 772-6000
Facsimile: (415) 772-6268

**Attorneys for Defendants Mosel Vitelic, Inc.
and Mosel Vitelic Corp.**

Dated: March __, 2007

STIPULATION AND [PROPOSED] PROTECTIVE ORDER
CASE NO. C 06-6436 PJH

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By _____

Saretta C. McDonough
KIRKLAND & ELLIS LLP
777 South Figueroa Street
Los Angeles, CA 90017
Telephone: (213) 680-8400
Facsimile: (213) 680-8500

Aton Arbisser
Julian Brew
KAYE SCHOLER LLP
1999 Avenue of the Stars #1700
Los Angeles, CA 90067-6048
Telephone: (310) 788-1000
Facsimile: (310) 788-1200

**Attorneys for Defendants Infineon
Technologies AG and Infineon Technologies
North America Corp.**

Dated: March __, 2007

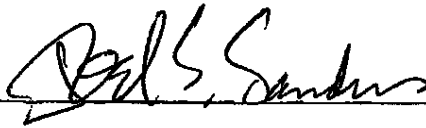
By:  _____

Stephen V. Bomse
Michael Shepard
David C. Brownstein
Scott E. Morgan
HELLER EHRMAN LLP
333 Bush Street
San Francisco, CA 94104-2878
Telephone: (415) 772-6000
Facsimile: (415) 772-6268

**Attorneys for Defendants Mosel Vitelic, Inc.
and Mosel Vitelic Corp.**

Dated: March __, 2007

STIPULATION AND [PROPOSED] PROTECTIVE ORDER
CASE NO. C 06-6436 PJH

1
2 By: 

3 Joel S. Sanders
4 **GIBSON, DUNN & CRUTCHER LLP**
5 One Montgomery Street
6 Suite 3100
7 San Francisco, CA 94104
8 Telephone: (415) 393-8200
9 Facsimile: (415) 986-5309

7 William J. Baer
8 Wilson D. Mudge
9 Mark R. Merley
10 **ARNOLD & PORTER LLP**
11 Thurman Arnold Buildings
12 555 Twelfth Street, N.W.
13 Washington, DC 20004-1206
14 Telephone: (202) 942-5000
15 Facsimile: (202) 942-5999

12 Ronald C. Redcay
13 **ARNOLD & PORTER LLP**
14 777 South Figueroa Street, 44th Floor
15 Los Angeles, CA 90017-2513
16 Telephone: (213) 243-4000
17 Facsimile: (213) 243-4199

16 **Attorneys for Defendants Micron
Technology, Inc. and Micron Semiconductor
Products, Inc.**

17 Dated: March 8, 2007

By: _____

Kenneth R. O'Rourke
Steven Bergman
Daniel L. Alexander
O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, CA 90071
Telephone: (213) 430-6000
Facsimile: (213) 430-6407

Ian Simmons
O'MELVENY & MYERS LLP
1625 Eye Street, NW
Washington, D.C. 20006
Telephone: (202) 383-5300
Facsimile: (202) 383-5414

Albert J. Boro, Jr.
Terrence A. Callan
**PILLSBURY WINTHROP SHAW
PITTMAN LLP**
50 Fremont Street
Post Office Box 7880
San Francisco, CA 94120-7880
Telephone: (415) 983-1000
Facsimile: (415) 983-1200

**Attorneys for Defendants Hynix
Semiconductor, Inc. and Hynix
Semiconductor America, Inc.**

Dated: March __, 2007

28
STIPULATION AND [PROPOSED] PROTECTIVE ORDER
CASE NO. C 06-6436 PJH

1
2 By: _____

3 Joel S. Sanders
4 **GIBSON, DUNN & CRUTCHER LLP**
5 One Montgomery Street
6 Suite 3100
7 San Francisco, CA 94104
8 Telephone: (415) 393-8200
9 Facsimile: (415) 986-5309

10 William J. Baer
11 Wilson D. Mudge
12 Mark R. Merley
13 **ARNOLD & PORTER LLP**
14 Thurman Arnold Buildings
15 555 Twelfth Street, N.W.
16 Washington, DC 20004-1206
17 Telephone: (202) 942-5000
18 Facsimile: (202) 942-5999

19 Ronald C. Redcay
20 **ARNOLD & PORTER LLP**
21 777 South Figueroa Street, 44th Floor
22 Los Angeles, CA 90017-2513
23 Telephone: (213) 243-4000
24 Facsimile: (213) 243-4199

25 **Attorneys for Defendants Micron**
26 **Technology, Inc. and Micron Semiconductor**
27 **Products, Inc.**

28 Dated: March __, 2007

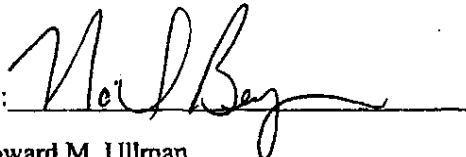
By: KLROS _____

Kenneth R. O'Rourke
O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, CA 90071
Telephone: (213) 430-6000
Facsimile: (213) 430-6407

Michael F. Tubach
O'MELVENY & MYERS LLP
275 Battery St.
San Francisco, CA 94111
Telephone: (415) 984-8700
Facsimile: (415) 984-8701

Attorneys for Defendants Hynix
Semiconductor, Inc. and Hynix
Semiconductor America, Inc.

Dated: March 15, 2007

1
2 By: 

3 Howard M. Ullman
4 **ORRICK, HERRINGTON & SUTCLIFFE**
5 **LLP**

6 The Orrick Building
7 405 Howard Street
8 San Francisco, CA 94105-2669
9 Telephone: (415) 773-5700
10 Facsimile: (415) 773-5759
11 hullman@orrick.com

12 Robert E. Freitas
13 **ORRICK, HERRINGTON & SUTCLIFFE**
14 **LLP**

15 1000 Marsh Road
16 Menlo Park, CA 94025
17 Telephone: (650) 614-7400
18 Facsimile: (650) 614-7401

19 **Attorneys for Defendants Nanya Technology**
20 **Corporation and Nanya Technology**
21 **Corporation USA, Inc.**

22 Dated: March 15, 2007
23
24
25
26
27
28

STIPULATION AND [PROPOSED] PROTECTIVE ORDER
CASE NO. C 06-6436 PJH

1 ~~[PROPOSED]~~ ORDER

2 Based on the stipulation of the parties, and for good cause shown, the foregoing is hereby
3 SO ORDERED:

4 Dated: March 21, 2007

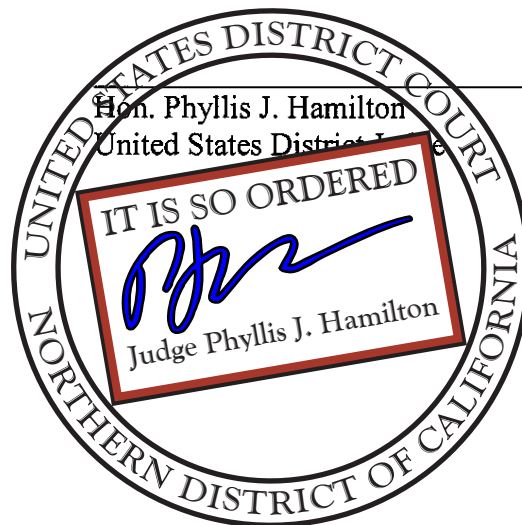


EXHIBIT A

AGREEMENT CONCERNING MATERIAL COVERED BY AN ORDER ENTERED
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

The undersigned hereby acknowledges that he or she has read the attached STIPULATION AND PROTECTIVE ORDER entered in the United States District Court for the Northern District of California, in the litigation known as STATE OF NEW YORK v. MICRON TECHNOLOGY, ET AL., Case No. C 06-6436 PJH, and understands the terms thereof and agrees to be bound by such terms. The undersigned further acknowledges and understands that a violation of the Protective Order could be punishable as a contempt of court.

Dated: _____

[Type or Print Name]